

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SERVICE AGREEMENT ANNUAL REQUIREMENTS FOR SECURITY ALARM SYSTEM INSTALLATION AND EQUIPMENT AND PROTECTION CONTINUATION

DATE: April 20,2005

CONTRACT PERIOD: March 19, 2005 thru March 18, 2006

CONTRACTOR: Security Equipment, Inc.
13505 C St.
Omaha NE 68144

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Mike Mentzer
Telephone No.: 402-333-3233
FAX No.: 402-333-7616
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

SECURITY PROTECTION AS PER CENTRAL STATION ALARM AGREEMENT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #
Dated:



Security Equipment, inc.

13505 C Street • Omaha, Nebraska 68144 • 402/333-3233
5000 Central Park Drive, #204 • Lincoln, Nebraska 68504 • 402/434-3233
10500 Hickman Road • Des Moines, Iowa 50325 • 515/270-9075
126 Abbie Ave. • Kansas City, Kansas 66103 • 913/321-2211

CENTRAL STATION ALARM AGREEMENT

THIS AGREEMENT made this Nineteenth day of March 2004 between
SECURITY EQUIPMENT INC. 5000 Central Park Drive, #204, Lincoln, NE 68504 hereinafter called SEI, and
Lincoln Parks & Recreation

hereinafter called "Customer".

WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and on any Riders hereto the parties do, for themselves, their successors and assigns mutually agree:

A. SEI agrees to install, or cause to be installed in premises located at 2235 "M" Street

in the City of Lincoln State of Nebraska (hereinafter referred to as Customer's premises) Central Station Alarm Systems, including transmitters, wire connections and instruments necessary to convey signals from the Customer's premises to SEI Central Station, sensing devices, appliances, cabinets, cables, conduits, foils, screens, glass breakage detectors, switches, wires and all other materials associated therewith, as specified in the Schedule of Protection, and will, subject to the terms and conditions hereof, until termination of this agreement, with the understanding that such entire systems are and shall remain the property of SEI.

B. Customer hereby agrees to pay SEI, its agents or assigns, an installation charge of Two hundred & ninety Dollars (\$ 290.00), and to pay in addition the sum of Twenty five Dollars (\$ 25.00), per month, annually in advance, for two years from the date service is operative and for any automatic renewals of this agreement. At the end of this term, the agreement is terminable by either party upon the giving of 30 days prior written notice to that effect to the other party; provided, however that Customer shall pay any unpaid balance of the installation charge accrued hereunder for service rendered prior to the effective date of termination. Lacking such notice, this agreement will automatically renew itself for successive periods of five years until such notice is given.

C. Customer agrees to pay, in addition to the charges above any false alarm assessments, amounts equal to all taxes, fees and charges imposed by any governmental authority, on or relating to the system or the installation or service, or the receipts therefrom, and amounts equal to any increase in public utility charges to, applicable to the wire connections for the transmission of signals between the Customer's premises and SEI's Central Station and the cost of repair or replacement of equipment damaged by Customer, its employees or agents, including damage or destruction of equipment from fire, lightning or any other casualty, shall be paid by Customer.

SCHEDULE OF PROTECTION (List below or Attach Form)

See attached "Schedule of Protection Continuation".

OPTION: \$5 P/MO

OPEN/CLOSE LOGGING FOR EMPLOYEE TRACKING
* AS NEEDED \$25.00 P/REPORT

D. COMPANY NO INSURER: LIQUIDATED DAMAGES; ASSUMPTION OF LIMITED LIABILITY: Customer agrees: That the company is not an insurer; that insurance, if any, shall be obtained by Customer, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the customer's property or the property of others located on customer's premises; that company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the service supplied will avert or prevent occurrence or that consequences therefrom which the service is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, maintenance or monitoring service or the failure of the system to properly operate with resulting loss to customer because of, among other things:

- (1) The uncertain amount or value of customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- (2) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- (3) The inability to ascertain what portion, if any, of any loss would be proximately caused by company's failure to perform or by its equipment to operate;
- (4) The nature of the service to be performed by company.

Customer further agrees that if company should be found liable for loss or damage due to failure of the installation, maintenance, or monitoring service, or equipment in any respect whatsoever, company's liability shall be limited to sum equal to the total of the annual charges or two hundred fifty (250.00) dollars, whichever is greater, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this agreement or from negligence, active or otherwise, of company, its agents, servants, assigns or employees.

If Customer wishes company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Customer may obtain from company a limitation of liability by paying an additional charge to company. If customer elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold company as insurer.

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

BY [Signature] SALES REPRESENTATIVE

APPROVED _____ AUTHORIZED REPRESENTATIVE

BY [Signature] CUSTOMER

TITLE Mayor DATE 4/16/04



Security Equipment, Inc.

13505 C Street Omaha, Nebraska 68144 • (402) 333-3233
® 10500 Hickman Road, Suite C • Des Moines, Iowa 50325 • (515) 270-9075
5000 Central Park Drive, Suite 204 • Lincoln, Nebraska 68504 • (402) 434-3233
126 Abbie Ave. • Kansas City, Kansas 66103 • (913) 321-2211

SCHEDULE OF PROTECTION CONTINUATION

Name	Lincoln Parks & Recreation			("Customer")
Street and Number	City	State	Zip Code	
2235 M St.	Lincoln	NE		("Premises")

SECURITY PROTECTION

1 - UL listed master combination security and fire alarm control/communicator

- 8 fully supervised zones with individual annunciation
- 8 Hardwired Zones
- Individual zone bypassing
- Alarm reporting by zone
- Cross zoning
- 4 programmable zone types
- Complete system programming from our UL Central Control Station
- Day/night stay mode arming
- 48 user arm/disarm codes
- Low battery detection and reporting
- Supervised fire zone
- Entrance warning tone and built in door chime
- Automatic siren cutoff and system reset
- 48 event log
- Paging to 4 separate paging Telco numbers
- Built in Telco line fault monitor

SEi yard sign and warning decal package

- 1- UL listed high-powered interior emergency alarm siren
- 1 - UL listed high-powered interior emergency rechargeable back up power supply
- 1- UL listed illuminated command center touchpads with built in panic and duress functions
- 0- UL listed perimeter door alarm contacts
- 2- UL listed medium range motion detectors (entry room & north storage room)
- 1- UL listed long range motion detector (main office room)

All wire, hardware and professional installation labor included.

The Installation for the above described protection is \$290.00 (no tax included) and is covered by a one (1) year parts, labor and service guarantee.

Customer Approval Date	Agent <i>J. Van Horn</i>	SEI Approval/Date
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UL LISTED CERTIFICATE SERVICE FOR
CENTRAL STATION SIGNALING SYSTEMS